

CHAPTER I. PROGRAM GUIDELINES

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A. Introduction:

The purpose of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Title X") is to protect children from the dangers of lead-based paint hazards. The Wisconsin Lead-Based Paint Hazard Control (LHC) grant program seeks to identify and control lead-based paint hazards in eligible privately owned housing for rental or owner-occupants.

The 2009 LHC program is funded through the American Recovery and Reinvestment Act (ARRA).

The Department of Commerce, Division of Housing and Community Development (DHCD) will monitor the performance of grantees based upon the contents of this manual and the individual program details spelled out in the contract. DHCD will also provide technical assistance. Grantees are urged to use this manual and to call the LHC Program Manager to answer any implementation questions.

The LHC Program funds can be used to:

- Assist low-income ($\leq 80\%$ CMI) homeowners in eliminating lead hazards from their pre-1978 homes.
- Assist landlords renting to low-income tenants in eliminating lead hazards from renter-occupied units.
- Eliminate lead hazards from vacant units which will be marketed to families.

B. Compliance:

Eligible Applicants and Program Targeting

Programs supported with LHC funds may only provide assistance to low-income households occupying pre-1978 homes. At least 90% of the housing units assisted must be occupied by families with children under six year of age or be units where a child under age six spends a significant amount of time. To qualify for assistance, an applicant must:

Owner-occupants:

- ◆ Qualify as a low-income household; that is, have an annual (gross) income that does not exceed 80 percent of the county median income limit published by HUD.
See Chapter III Income Guidelines and Limits for definition of income, income limits, and information on determining eligibility.
- ◆ Household with children under 6 years of age OR where a child under age six spends a significant amount of time.
- ◆ Occupy the property as the principal residence upon completion of the activity. Properties used as second homes or temporary residences are not eligible for assistance.
- ◆ Own the property under an approved form of ownership:
 1. Fee simple title
A fee simple buyer acquires ownership of the entire property, including both land and buildings. The fee simple owner has the right to possess, use and dispose of the property as s/he wishes—sell it, give it away, lease it to others, or pass it to others upon death.
 2. 99-year lease;
 3. Condominium ownership; or
 4. Own or have membership in a cooperative/mutual housing project that constitutes homeownership under state law.
 5. Land contract.

To meet this requirement, there can be no restrictions or encumbrances that unduly restrict the marketable nature of this ownership interest.

Tenant-occupied Property:

- ❖ Landlords with pre-1978 constructed properties may use LHC funds for those units that are occupied by low-income tenants or vacant units that will be made available to families at or below 50% of county median income (CMI).
- ❖ At least 50% of the units in 2-4 unit rental properties shall be occupied by or made available to families at or below 50% CMI

Forms of Financial Assistance

There are a number of ways to structure LHC assistance. However, all assistance will be secured by a lien against the property receiving the assistance.

- ◆ **Deferred payment loans:** Deferred loans can be structured in many different ways. They can be forgivable or repayable. If forgivable, the forgiveness may be structured to occur at one point in time (such as 3-years after the completion of the lead hazard reduction) or forgiven incrementally (such as forgiving an equal portion over each full-year of occupancy over a three year period). If repayable,

repayment may be required at the sale or transfer of the property or at the end of a fixed period of time.

NOTE: All mortgage/promissory notes should contain language basing the repayment amount on the net proceeds available from the sale.

- ◆ **Rental loans:** Landlords may obtain a loan for 75% of the cost of the lead hazard control work. Landlords must provide documentation of the availability of their 25% contribution prior to the start of the project.
The requirement for the landlord contribution may be waived for rental owners who can be verified as low-income.
Landlords must provide the Grantee with documentation of compliance; submission of the completed Checklist attached to the Landlord Commitment is acceptable (See Attachment 7 Loan Documents).
When vacant units are assisted, Grantee will follow-up with Landlord on a quarterly basis until units have been rented and annually thereafter for three years to ensure priority in renting to households with children under 6 years of age.

Eligible Housing Costs

This is a general listing of eligible project costs:

- ❖ Lead Hazard Control Activities: This may include:
Interim control of lead-based paint hazards in pre-1978 housing;
Hazard abatement for programs that apply a differentiated set of resources to each unit, dependent upon the condition of the unit and the extent of hazards; and
Complete abatement of lead-based paint or lead-based paint hazards, including soil and dust, by means of removal, enclosure, encapsulation, or replacement methods.
- ❖ Rehabilitation: Housing rehabilitation activities that are specifically required to ensure effective hazard control, and without which, the hazard control could not be effected.
LHC funds may be used for lead-based paint hazard control conducted in conjunction with other housing rehabilitation programs (HOME, CDBG, NSP) as long as the
- ❖ Relocation costs: The Uniform Relocation Act and Section 104(d) (also known as the Barney Frank Amendments) apply to all assisted properties. Temporary relocation assistance is an eligible cost.

Eligible Inspection and Testing Costs

Performing risk assessments, inspections and testing of eligible housing units constructed prior to 1978 to determine the presence of lead-based paint; lead dust, or leaded soil through the use of acceptable testing procedures.

All risk assessments must be completed by a state-certified risk assessor utilizing an XRF.

A complete listing of risk assessors may be found on the Department of Health Services website:

<http://dhs.wisconsin.gov/lead/CompanyList/index.htm>

- ❖ Conducting post-hazard control clearance testing.

Eligible Delivery Costs

- ❖ Staff time spent in procuring services, reviewing applications, verifying income, writing specifications, labor standards, and data gathering and reporting.
- ❖ Miscellaneous costs associated with the delivery of the program such as space costs, phone, travel, and supplies.

C. Administration/Recordkeeping:

As a grantee, you must establish a filing system for your grant. The file system should include the following:

- ◆ Application file: Application file, amendments and revisions (if any), correspondence about the application.
- ◆ Contract file: Award letter, original signed contract plus any amendments.
- ◆ Equal Opportunity and Fair Housing file: See Chapter II for record keeping requirements.
- ◆ Procurement File: Must contain written local procurement procedures for securing goods and services. When securing consultant services for administration or for audit there must be a clear and accurate description of the technical requirements for the service to be performed. The “cost plus a percentage of cost” or “percentage of construction cost” methods of contracting shall not be used.
- ◆ Financial Management file: Must include payroll information for all staff whose salary is paid in whole or in part with LHC funds, receipts for all purchases made with LHC delivery funds. If delivery funds are used to pay rent, telephone, copying, or any other overhead charges, records must document those payments and the grantee’s allocation policy must be available for review. All program income must be tracked.
- ◆ Individual project files: Individual rental and owner-occupied rehabilitation activity files should contain a complete record of all project activities. The type of documentation which must appear in every individual homebuyer file includes:
 - Completed and signed application;
 - Release of information form (*Attachment 2*);
 - Release of medical records form (*Attachment 3*);
 - Verification of income and calculation of eligibility;
 - Receipt for the HUD Publication “Lead Paint Safety, A Field Guide Available at: http://www.hud.gov/offices/lead/library/lead/LeadGuide_Eng.pdf,”
 - Statutory checklist signed and dated;
 - Correspondence with DHCD Environmental Desk (if applicable);
 - Relocation Notice (If applicable);
 - Risk assessment and clearance testing;
 - Work write-up/specifications and cost estimate;
 - Contractor bids for work—**3 bids are required**;
 - Copy of signed contract(s) between homeowner/landlord and contractor;
 - Request for Payment for each payment signed by property owner, contractor, and inspector;
 - Change Order signed by property owner, contractor, and inspector (if applicable);
 - Mortgage;
 - Promissory Note detailing repayment requirements and principal residency requirements;
 - Truth-in-lending form. Form must include disclosure of any fees charged against the loan (inspection, clearance testing, recording mortgage);
 - Right of Recission;
 - Proof of Landlord contribution
 - Activity set-up form;
 - Completion form.

❖ **Housing Assistance Applications**

All applications for assistance with LHC funds must include at a minimum:

- ◆ Applicant's (property owner) name and address
- ◆ Occupant's name and address
- ◆ Number of children in the household and their date of birth
Occupancy information reporting will include: number of children under 6 years old, number of children under 6 receiving Medicaid, number of other occupants in the household ≥ 6 years old.
- ◆ Age of Property/Year Constructed
- ◆ Financial Information: lien(s), other debt—this information must be verified
A title check may be ordered or agency staff may verify property ownership and lien status (See *Attachment 4* for sample form).
Property taxes must be current or property owners must have a plan in place to bring taxes current.
- ◆ Marital property statement:

No provision of a marital property agreement (including a Statutory Individual Property Agreement pursuant to Sec. 766.587, Wis. Stats.), unilateral statement classifying income from separate property under Sec. 766.59, or court decree under Sec. 766.70 adversely affects the creditor unless the creditor is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred.
- ◆ Racial, ethnic, and gender characteristics of the head of household – or option not to answer
- ◆ Conflict of Interest questions.

Grantees may also include requests for information on income and current employment. However, third party verification of income is required.

The Grantee will maintain a record of **all applicants for and beneficiaries of** LHC funds.

❖ **Medical Records Release Form**

Grantees must require families to sign a Medical Release (*Attachment 3*) form allowing the Department of Health Services to release blood lead test results to the Grantee and to the Commerce Lead Hazard Control Program Manager.

The completed form can be **faxed** to Pam Campbell at 608-267-0402 OR scanned and **emailed** to Pam at: Pamela.Campbell@wi.gov.

If no results are available for the six months prior to the application, Grantees should refer the family to their health care provider to obtain the required blood lead test. Wisconsin private health insurance carriers are required to pay for blood lead tests and Medicaid-eligible children are required by rule to receive blood lead tests.

❖ Risk Assessment and Clearance Testing

All properties to be assisted by the LHC program must have a Risk Assessment completed by a state-certified Risk Assessor. Risk Assessors are certified by the Wisconsin Department of Health Services (DHS). A complete listing may be found on the DHS website:

All Risk Assessments must follow protocol in *Attachment 5*.

Risk Assessments must be submitted via email to DHS for review and a copy to the LHC program manager.

The DHS contact is Joe Schirmer (Joseph.Schirmer@dhs.wi.gov)

The LHC program manager is Betty Kalscheur (Betty.Kalscheur@wi.gov)

Clearance testing must be completed on each property assisted.

The costs of the risk assessment and clearance testing are eligible LHC costs. If these services will be performed by a consultant, the service must be procured to be eligible for payment with LHC funds.

- ◆ Local Housing Policies: Grantees must have written local policies addressing:

Subordination:

The Grantee may elect to subordinate its Home mortgage to another lender under the following conditions:

1. The funds resulting from the subordination will be used to:
 - ◆ Refinance an existing mortgage to obtain a reduced interest rate.
 - ◆ Refinance an existing mortgage to obtain a comparable interest rate and extended payment terms.
 - ◆ Obtain a home equity loan for the sole purpose of rehabilitating their primary residence.
 - ◆ Refinance an existing mortgage as necessary to halt foreclosure proceedings by a bank or to halt tax deed proceedings by the county.
 - ◆ Obtain a home equity loan to pay for medical emergencies.
2. The Grantee will not consider requests to subordinate for “cash to homeowner” transactions. A subordination will not be awarded if it places the Grantee’s security interest in jeopardy, as determined by standard underwriting practice, unless required to halt foreclosure or tax deed proceedings or to assist with medical emergencies.
3. Homeowners who anticipate refinancing an existing loan and request that the Grantee subordinate its mortgage position, must submit in writing the following information:
 - ◆ The reason for the subordination request.
 - ◆ The name, address, and contact person(s) at the cooperating financial institution.
 - ◆ The new mortgage amount that would take precedence over the grantee’s mortgage, including monthly payment and interest rate.

- ◆ Copies of estimates for any rehab/construction work being completed.
- 4. The subordination agreements must be drafted at the homeowner's expense by the cooperating financial institution or legal counsel.
- 5. The conditions for subordination must be included in the Grantee's Housing Procedures.

Grievance procedures:

All applicants for LHC assistance must be notified in writing of their right to appeal. Grantees must have in place an appeal policy stating:

- ◆ Agency staff person appeals should be directed to--name, address, phone number;
- ◆ The appeal must be in writing;
- ◆ Must include the name of the housing program;
- ◆ Short summary of why the person is appealing the decision;
- ◆ Time period for filing (e.g., appeal must be filed within 15 days of receipt of denial by agency);
- ◆ Time period in which agency will respond to appeal (e.g., HOME grant administrator will review the decision and respond within 30 days.)

Amount of assistance provided to a beneficiary: LHC activity must address all identified lead risk hazards. Grantees may combine LHC funds with funding sources to complete all lead hazard reduction work. Grantees will not invest any more funds in combination with other assistance than is absolutely necessary to provide affordable housing.

D. Bidding and Contracting

All work will be completed by certified lead abatement and lead hazard control contractors. Work specifications for bidding purposes will be sent to at least three contractors who are listed as certified by the Department of Public Health (DPH). Bidders will be required to submit copies of certification cards for employees with the bid packages. Certified lead abatement contractors will be required to be present at all phases of work.

Contractors are required by state regulations to inform DPH of the proposed dates of the work project before beginning work.

All bid packages must contain federal wage decisions, federal labor standards provisions, and appropriate Equal Opportunity language.

ATTACHMENT 1: SAMPLE APPLICATION FORM

HOMEOWNER APPLICATION

Date Received _____
(For Office Use Only)

Applicant Name(s) _____

Note: Please list names of all
property owners as shown on
deed or land contract.

Telephone Number: _____/_____ (home) _____/_____ (work)

Residence Address: _____
(Street Address)

(City/Village/Town) (State) (Zip Code)

Mailing Address: _____
(if different) (Street Address)

(City/Village/Town) (State) (Zip Code)

Age of Structure: _____

Total number of people living in the home (including Applicant): _____

List Name and Date of Birth for all persons under 6:

Are any of the above listed children covered by Medicaid? ___Yes ___No

Is there currently a mortgage, lien, land contract, or other debt against this property? Yes ___ No ___

If yes, please state below the type of debt, amount currently owed, and to whom it is owed. If there is more than one loan against the property, please list each one separately.

| Type of Loan | Amount Owed | Lender Name |
|--------------|-------------|-------------|
| | | |
| | | |
| | | |
| | | |

INCOME

Please list below all persons who live in your household. List the incomes of all persons 18 years of age or older. Income includes, but is not necessarily limited to, income from all gross wages, salaries, commissions; net income from self-employment, net income from the operation of real property; interest and dividend income; Social Security, SSI, pensions, AFDC, alimony, child support, and other benefit income.

If you are uncertain about including something as income, please list it below and the Community Development Department will advise you about it.

| Name | Relationship to Applicant | Source of Income | Monthly Gross Income |
|------|---------------------------|------------------|----------------------|
| | | | |
| | | | |
| | | | |

CONFLICT OF INTEREST

Do you have family or business ties to any of the following people? If **yes**, disclose the nature of the relationship.

| Names of covered persons | Relationship |
|--------------------------|--------------|
| | |
| | |
| | |

No provision of a marital property agreement (including a Statutory Individual Property Agreement pursuant to Sec. 766.587, Wis. Stats.), unilateral statement classifying income from separate property under Sec. 766.59, or court decree under Sec. 766.70 adversely affects the creditor unless the creditor is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred.

I certify that the information in this application is correct and accurate to the best of my knowledge.

Signature of Applicant

Date

Signature of Applicant

Date

You are not required to answer the questions below. If you choose not to answer them, please check this box.



Age of Applicant: _____

Racial/Ethnic Background, Check One:

___ White
___ Black/African American
___ Asian
___ American Indian/Alaskan Native
___ Native Hawaiian/Other Pacific Islander

___ American Indian/Alaskan Native & White
___ Asian & White
___ Black/African American & White
___ American Indian/Alaskan Native & Black/African American
___ Balance/Other

Hispanic:
___ Yes
___ No

Lead Hazard Control (LHC) Program Release of Information

Organization requesting release of information
(grantee name, address, telephone, and date)

Purpose: Your signature on this LHC program eligibility release form, and the signatures of each member of your household who is 18 years of age or older, authorizes the above-named organization to obtain information from a third party relative to your eligibility and continued participation in the:

LHC rental rehabilitation program
LHC homeowner rehabilitation program

Privacy act notice statement: The department of housing and urban development (HUD) is requiring the collection of the information derived from this form to determine an applicant's eligibility in a LHC program and the amount of assistance necessary using LHC funds. This information will be used to establish level of benefit on the LHC program; to protect the government's financial interest; and to verify the accuracy of the information furnished. It may be released to appropriate federal, state, and local agencies when relevant, to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in a delay or rejection of your eligibility approval. The department is authorized to ask for this information by the national affordable housing act of 1990.

Instructions: Each adult member of the household must sign a LHC program eligibility release form prior to the receipt of benefit.

Note: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

Head of household—signature, printed name, and date:
Family member head

X

Other adult member of the household—signature, printed name, and date:

X

Information Covered: Inquiries may be made about items initialed by applicant/tenant.

| | Verification Required | Initials |
|--|-----------------------|----------|
| Income (all sources) | | |
| Assets (all sources) | | |
| Child Care Expense | | |
| Handicap Assistance Expense (if applicable) | | |
| Medical Expense (if applicable) | | |
| Other (list) _____ _____ _____ | | |
| Dependent Deduction ____ Full-Time Student ____ Handicap/Disabled ____ Family Member ____ Minor Children | | |

Authorization: I authorize the above-named LHC Administering Agency to obtain information about me and my household that is pertinent to eligibility for participation in the LHC Program.

I acknowledge that:

- (1) A photocopy of this form is as valid as the original.
- (2) I have the right to review the file and the information received using this form (with a person of my choosing to accompany me).
- (3) I have the right to copy information from this file and to request correction of information I believe inaccurate.
- (4) All adult household members will sign this form and cooperate with the owner in this process.

ATTACHMENT 3: RELEASE OF MEDICAL RECORDS

LEAD HAZARD CONTROL (LHC) PROGRAM

Medical Records Release Form

I, (printed parent name) _____, give permission to the (Grantee Name) _____ LHC Project staff and Commerce Lead Hazard Control Program Manager to review information in my child's medical records concerning blood lead testing. All records and information received by the (Grantee Name) _____ will be kept confidential.

Child name: First name _____ Middle initial _____ Last name _____

Child's date of birth is: Month _____ Date _____ Year _____.

Parent/Guardian Signature: _____

Date: _____
(Expires two years from date above).

Address: _____

This release form can be revoked at any time, orally or in writing.

For Agency Use

Send to WI Dept Health Services, Attention Pam Campbell, Rm. 145, 1 W. Wilson St. Madison, WI 53702
Fax 608 267-0402 or send by e-mail to: Pamela.Campbell@wi.gov

(Grantee Name) _____ requests information on the most recent dates of blood lead testing and the blood lead test values for the above child/children. Please send the above information to me at: [fax number] or via email to: _____ @ _____ (email address)

Please send an email copy of the information to the Commerce Lead Hazard Control Program Manager (betty.kalscheur@wi.gov).

Grantee agency staff (include both Name and Title)

| CHILD NAME | DATE OF BIRTH | DATE OF MOST RECENT BLOOD LEAD TEST | RESULT OF TEST (micrograms per deciliter) |
|------------|---------------|-------------------------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |

ATTACHMENT 4

OWNERSHIP VERIFICATION

Name: _____

Address: _____

Legal Description: _____

Type of Instrument Recorded: _____

Date Recorded: _____

Mortgages: _____ Date Recorded: _____

Clerk of Courts

Liens: _____

Recording Dates: _____

Judgments: _____

Recording Dates: _____

Ownership of the above property was verified by a member of the Community Development Staff from the Register of Deeds Office and from Noah County Clerk of Courts.

| _____ Name | _____ Title | _____ Date |
|---------------|----------------|---------------|
|---------------|----------------|---------------|

ATTACHMENT 5
RISK ASSESSOR PROTOCOL

**Required Procedures for Lead Hazard Risk Assessments for Dwellings Enrolled in the
Wisconsin 2009-2011 Lead Hazard Control Program**

**Managed by Wisconsin Division of Housing, Commerce Department (DHCD)
Funded by the US Department of Housing and Urban Development**

Contents

I Introduction: pages 1-2

II Risk Assessment Protocol : pages 2-5

III Checklist for risk assessments: Page 6

I Introduction:

This document describes the scope of risk assessment services that must be used to evaluate lead hazards and to develop plans to control lead hazards for properties enrolled in the Wisconsin Lead Hazard Control Program 2009-2011.

Participating dwellings will be enrolled by local agencies in communities outside the cities of Milwaukee, Racine, Sheboygan and the counties of Kenosha and Rock. Local agencies will determine eligibility for participation based on (1) the year of construction, (2) the income and age of occupants and (3) the owner's agreement to comply with the requirements of the program.

Local agencies that receive funds from WI Department of Commerce, Division of Housing for lead hazard control projects will hire risk assessors to identify and evaluate lead hazards and to write work specifications to control these hazards.

Qualifications and requirements: Only persons certified by Wisconsin Department of Health Services (DHS) as lead risk assessors may perform this work. Risk assessors will follow state (HFS 163) and federal (HUD and EPA) rules governing risk assessments. To prevent conflicts of interest, risk assessors and any associated companies must not provide lead hazard control services for properties that the risk assessor evaluates.

WI DHS role:

DHS will review initial risk assessments for each risk assessor working on this program. Local agencies employing risk assessors will send copies of risk assessment reports to DHS for review.

DHS will make XRF instruments available to local agencies for use by risk assessors. Local agencies may request temporary loans of XRF instruments from DHS.

Local agencies may request that DHS provide experienced risk assessors to accompany less experienced risk assessors on their initial projects.

DHS will make available copies of previously used specification language.

Use of Qualified Laboratories:

Risk Assessors will send all paint, varnish, dust and soil samples to an EPA nationally accredited laboratory for analysis. The US EPA lists accredited labs at: www.epa.gov/lead/pubs/nllaplist.pdf

Wisconsin laboratories on the National Lead Laboratory Accreditation Program (NLLAP) list include

| | |
|--|----------------|
| ACL Industrial Toxicology Lab in West Allis: | (414) 328-7946 |
| WI State Lab of Hygiene, Occupational Health Lab in Madison: | (608) 224-6210 |
| Parker Services in Stevens Point: | (715) 346-7495 |
| Milwaukee Health Department: | (414) 286-3931 |

Risk assessors will pay for the lab analyses unless their contract with the local agency specifies otherwise

Requirements for Local Agencies:

1. Hire risk assessors:

Local agencies will hire risk assessors to conduct risk assessments for enrolled properties. If possible, local agencies should inform risk assessors of any areas to be disturbed for housing rehabilitation purposes in advance so risk assessors can be sure to test these areas for lead.

2. Notify DHS:

Local agencies employing risk assessors will send copies of risk assessment reports to DHS for review. Local agencies will require lead abatement contractors to notify DHS before starting work as required by HFS 163.14.

3. Provide reports to owners and occupants and obtain receipts from owners:

Local housing agencies will send copies of reports including test results, summaries of lead hazard control treatments and the results of clearance tests to owners and occupants of dwellings enrolled in the project. Local agencies will require owners or their representatives to sign to acknowledge the receipt of the final report that includes the initial risk assessment and the results of clearance testing. Each report will include a notice that owners are responsible under federal disclosure rules to provide copies of lead reports (inspection, risk assessment and clearance) to future renters or purchasers.

4. Send copies of clearance reports and receipts from owners to Division of Housing in the WI:

Commerce Department (DHCD) will provide final payment to local housing agencies only after receiving a copy of the final clearance report with a dated receipt signed by the owner. DHCD will retain receipts and copies of reports.

II Risk Assessment Protocol and Content of Reports

Risk assessments must include the items 1 thru 5 in this protocol except photos which are optional at the discretion of the local employing and all items listed in III Checklist:

1. Sketches of building exterior showing (a) the exterior footprint of the building that includes the dwelling(s), any outbuildings, driveways, exterior play areas and building orientation to streets and (b) interior floor plans showing porches, rooms, entrances, doors, windows, stairs and other important features.

2. Digital photos (optional) of each side of the building exterior and other photos to identify major exterior and interior lead paint hazards that a contractor would reasonably need to understand the work specifications and to estimate the work and the costs.

3. Dust test results of floors and window surfaces tested.

4. Soil: Risk assessors will examine grounds, landscaping and soil in areas surrounding dwellings. If risk assessors see bare soil in child play areas, drip line or foundation area or if they see more than nine square feet of bare soil in other areas, they shall take composite soil samples from these areas for lab analysis of lead concentration in soil.

5. Partial lead paint Inspections: The risk assessor will use an x-ray fluorescence instrument to conduct partial lead inspections quantifying the lead present on surface coatings. If matching components appear to have similar construction history, positive xrf results from the first component tested may be assumed for other similar components.

Risk assessors will measure lead loading in coatings and report locations and components for each measurement and note whether the coating or substrate is damaged.

5A. Damaged surfaces:

Conduct visual investigations to identify locations of deteriorated paint or varnish on surface coatings by room, location and component. Measure the lead loading on all surfaces where the coating or the substrate shows defects, damage, or deterioration.

5B. Varnished floors or stairs

If a varnished stair system or floor is deteriorated so that re-coating will be required to create a smooth and clean-able surface, the risk assessor shall take bulk samples of varnish for laboratory analysis to characterize the lead by weight in the coating. It is important to characterize the lead in the remaining coating or varnish before sanding or re-finishing. Risk assessors should seek a remote location (such as a corner or a closet) to obtain a bulk sample of the varnished coating for lab analysis. Compare results to a standard of 600 parts per million (ppm) concentration of lead by weight. If results are below 600 ppm, the floor coating is not a lead hazard.

5C. Intact surfaces:

Risk assessors shall evaluate the lead in intact coatings on high risk components as described below.

Exterior high risk components include all coated accessible exterior surfaces including walls, porches, stairs, railings, columns, and door and window systems, accessible trim and coated play equipment.

Interior high risk components include window and door systems, floors, stair systems, railings and painted trim with a high potential for impact (e.g., baseboards).

- Porches (including porch walls, railings, columns, floors)
- Windows (including interior and exterior sashes, sills, wells, sash tracks and casings),
- Doors and door systems
- Floors
- Stair systems (treads, risers, landings, stringers, railings, balusters, columns)
- Accessible painted trim components (such as baseboards)
- Other intact surfaces that in the risk assessor's judgment will be subject to friction, impact, or damage from moisture or weather conditions.

Other high risk components or locations: Test other intact surfaces that either the owner or the housing agency plan to disturb, renovate or remodel.

Note that intact coatings on interior walls and ceilings do not need to be tested unless the owner plans to disturb the coated surfaces.

6. Standards: Compare the inspection and risk assessment results to standards as follows.

Paint: Chapter 254.11 of the Wisconsin Statutes defines the lead paint threshold as 0.7 milligrams/square centimeter (mg/sq.cm.) when lead is measured by XRF instruments and expressed as weight per area (loading). When results are expressed as concentration, Wisconsin defines lead paint as 600 or more parts per million (ppm) or 0.06% lead by weight.

Dust: The standards for evaluating lead dust hazards are as follows: Lead dust on window sills is a hazard if lead is 250 micrograms lead per square foot or more. Lead dust on floors is a hazard if it is 40 micrograms lead per square foot or more. Lead dust on window troughs is a hazard if it is 400 micrograms lead or more.

Soil: Lead in bare soil is defined as a hazard if it contains lead at concentrations of 400 ppm or more in child play areas and 1,200 ppm or more in bare soil elsewhere.

See <http://www.epa.gov/lead/pubs/403fs01.pdf>

7a. Content of Reports: The risk assessor shall record and report visual investigation data including interior or exterior location, room, component, condition of coating, and all locations tested with either XRF readings or laboratory sample results. The contractor will write a risk assessment report for each dwelling that meets the requirements for a risk assessment report under "HFS.163.14 Work practice standards" for partial inspections as described in HFS163.14 (8), and for risk assessments as described in HFS.163.14 (9) including detailed work specifications to correct lead hazards.

7b. Distribution of reports: The risk assessor will send reports to the employing agency. The agency will review the report and make revisions or add other lead or rehab specs for bidding contractors and forward this package to joseph.schirmer@dhs.wi.gov for review with a copy sent to betty.kalscheur@wi.gov. Joe Schirmer will review the report and bid specs for quality control purposes. Local agencies can send out the risk assessment and work specs to qualified contractors for bidding purposes one week after sending it to Schirmer for review unless Mr. Schirmer has identified issues that need to be resolved. Local agencies will provide copies of the report and bid specs to the owner and occupants. The agency will use the risk assessment report and work specifications to seek bids from qualified certified lead abatement contractors. (See attached risk assessment checklist.)

8. Schedule for completing work – As required by state regulations, HFS163.14 (9) (k), risk assessors must write partial inspection and risk assessment reports including options for work specifications and deliver the reports to the employing agency within 10 days of when the risk assessors receive laboratory test results.

9. Local Coordination: The risk assessor will contact owners to schedule risk assessments and will seek to find mutually convenient times for owners and occupants. Risk assessors will contact local health departments with jurisdiction for the dwelling to ask the local health department for copies of any lead hazard investigations or any orders written on the enrolled properties. The risk assessor will use this local health department information to assure that the risk assessor's bid specs meet the local health department requirements.

10a. Specifications: Risk assessors will write work specifications to ensure that dwellings will be easily maintained in lead safe condition for at least one year. Whenever possible, risk assessors will offer more than one method as options to control lead hazards. DHS will make available copies of specification language used in previous HUD lead hazard control grants.

10b. Consulting about Choices for Work specifications: Risk assessors will respond to questions raised by lead abatement contractors, local agencies and property owners about the choices available to treat identified lead hazards. Risk assessors will make the first priority when writing specifications protecting children from lead hazards. Important although secondary second priorities include the need to keep costs within budget expectations and the need to write work specifications that acknowledge the practical knowledge that lead abatement contractors have gained through their experience.

III RISK ASSESSMENT CHECKLIST

Date of risk assessment

- _____ Address of each dwelling assessed and apartment number of units assessed, if applicable
- _____ Year of construction
- _____ Name, address and telephone number of current owner of each dwelling
- _____ Name, address, telephone number, certification number and signature of each certified individual participating in the risk assessment
- _____ Name, address, telephone number and certification number of the certified lead company conducting the risk assessment
- _____ Name, address, telephone number, certification number and signature of responsible person from each laboratory conducting analysis of collected samples
- _____ Results of visual inspections for deteriorated coatings and substrates and for bare soil
- _____ Description of testing method and sampling procedure used for paint analysis
- _____ Specific locations of each painted component tested for the presence of lead, including damaged and intact coatings
- _____ All data collected from on-site testing, including quality control data, the results of calibration checks for XRF instruments and the serial number of XRF instruments used.
- _____ All results of laboratory analysis on collected paint, varnish, dust and soil samples
- _____ Any other sampling results (such as from previous investigations by other parties)
- _____ Any available background information on the physical characteristics of the residential dwelling and outbuildings or child-occupied facility and occupant use patterns that may cause lead-based paint exposure to a child under 6 years of age
- _____ If used, the results of any previous inspections or analyses for the presence of lead-based paint hazards or other assessment of lead-based paint-related hazards
- _____ A description of the location, type and severity of identified lead-based paint hazards and any other potential lead hazards. Note any underlying moisture or structural problems.
- _____ A description of lead hazard reduction options for each identified lead-based paint hazard or a recommendation for a preferred method to address each hazard. If the risk assessor calls for using paint stabilization, encapsulants or enclosures, he or she shall also recommend a maintenance and monitoring schedule for the owners.

ATTACHMENT 6
BIDDING AND CONTRACTING DOCUMENTS

NOTICE OF AWARD

Date:

To:

RE:

Dear

You are hereby advised that the contract for the above-referenced project has been awarded to your firm.

Please sign the enclosed contract and return it to this office for further processing. Following execution by the Municipality/Agency and homeowner, a fully executed copy will be returned to you for your files.

Work may begin on this project only after you have been issued a written Notice to Proceed.

Sincerely,

Program Administrator

NOTICE OF REJECTION

Date:

To:

RE:

Dear

You are hereby advised that the contract for the above-referenced project was not awarded to your firm.

Your efforts were appreciated, however, and we hope you will continue to bid on future rehabilitation projects funded through this program.

Sincerely,

Program Administrator

REHABILITATION CONTRACT

Property Owner(s): _____ Project #: _____

Property Address: _____

Contractor: _____

The undersigned contractor shall furnish labor, equipment, supplies and materials required for proper execution and completion of the contract work in accordance with the attached specifications for the sum of \$_____.

The following are attached to and hereby made part of this contract:

- ATTACHMENT A: Contractor proposal and quote;
- ATTACHMENT B: General Conditions;
- ATTACHMENT C: Bid specifications and/or drawings for project at the above address
- ATTACHMENT D: Wage Decision;
- ATTACHMENT E: Federal Labor Standards Provisions;
- ATTACHMENT F: Equal Opportunity Provisions.

MATERIALS AND WORKMANSHIP: All materials are guaranteed to be as specified in the bid specifications. No lead-based paint shall be used. Any alteration or deviation from the attached specifications will be executed only upon written consent of the property owner, contractor, and the LHC Office. All work will be completed in a professional manner according to standard construction practices. The contractor, in all cases, shall leave the work in a finished condition as determined acceptable by the LHC Program Building Inspector. All agreements are contingent upon strikes, accidents, or acts of God.

GENERAL GUARANTEE. The contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which appears within the period of one year from the date of final payment of all work required by the contract. This includes completing any items listed on the specs that may have been missed during the rehab and inspection process that are discovered within one year.

PAYMENTS: Payments shall be made to contractor as specified in the General Conditions. No extra costs will be paid when the contractor has neglected to properly evaluate the extent of the rehabilitation work.

INSURANCE: The owner shall carry fire, extended coverage and all other necessary insurance. The contractor shall carry comprehensive liability insurance as specified in the General Conditions. Contractor's workers shall be covered fully by Workmen's Compensation Insurance.

CONTRACT TERMINATION: Owner may terminate contract for poor work performance and inability of contractor to correct; inability of contractor to perform work within allotted time. Contractor may request to be removed from contract without penalty within 30 days of receiving Notice to Proceed. Contract may be terminated based on irreconcilable differences. Contract will be terminated if contractor has been debarred, or is otherwise ineligible to work on federal contracts.

No work shall commence by the contractor until a written *Notice to Proceed* is received.

The Owner and Contractor hereby agree to the conditions set forth above and Attachments A through C which are attached and made part of this contract.

Contractor

Date

Owner

Date

Owner

Date

ATTACHMENT B

GENERAL CONDITIONS

1. REHABILITATION LOAN. The Lead Hazard Control Program shall pay for the work listed in the Itemized Work Specifications (Specs) by means of a rehabilitation loan from the _____ to the property owner, payable through the Lead Hazard Control Program.
2. ADMINISTRATOR'S EXCLUSION. No member of the governing body of the locality and no other official, employee, or agent of the municipal government/agency who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the Lead Hazard Control Program shall have any interest, direct or indirect, in this contract.
3. PROVISIONS FOR OWNER. The owner shall permit the contractor to use, at no cost, existing utilities, such as light, heat, power and water, necessary to carry out and complete the work. Further, the owner shall cooperate with the contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary. The premises are to be occupied during the course of the construction work.
4. INSURANCE. Before commencing work, the contractor shall furnish the Block Grant Program with certificates showing evidence of comprehensive public liability insurance coverage protecting the owner for not less than ONE HUNDRED THOUSAND/THREE HUNDRED THOUSAND DOLLARS (\$100,000/\$300,000) in the event of bodily injury including death and ONE HUNDRED THOUSAND DOLLARS (\$100,000) in the event of property damage arising out of work performed by the contractor, and if applicable, show proof of his participation under Workman's Compensation Laws of the State of Wisconsin. The owner will carry fire extended coverage and other necessary insurance.
5. SUBCONTRACTORS AND ASSIGNMENTS. No subcontract or assignment of this contract shall be made without the written consent of the owner and the Lead Hazard Control Program.
6. SPECIAL CONDITIONS, SUBSTITUTIONS AND ADDITIONAL ITEMS. Any special conditions found and noted by the contractor during the initial examination of the property or during work which may require special work deviating from the Itemized Work Specifications, must receive approval in writing by the Lead Hazard Control Program and the owner before being carried out. No substitutions or alternatives for any part of this contract shall be accepted unless approved in writing by the Lead Hazard Control Program. Methods and types of construction for any such alternatives shall be submitted in drawings and/or specifications, prepared by the contractor, as part of the bid packet. The contractor shall notify the Lead Hazard Control Program of any obvious violations of applicable codes or omissions, which are not listed before the proposal is submitted.
7. COMMENCING AND COMPLETE WORK. The contractor shall commence work within 15 days after the Order to Proceed is issued and shall proceed with diligence to complete the work within 60 days thereafter. No work shall commence by the contractor until the contract is signed and a Notice to Proceed is issued. Contract extensions may be granted upon request and must be approved by the Lead Hazard Control Program and the owner.
8. CODES, PERMITS AND INSPECTIONS. All materials and work shall comply with applicable codes and regulations of municipality where the property is located, including the local and state building codes, housing codes, zoning ordinance, state and local plumbing codes, heating codes, National Electric Code, floodplain ordinance, and property rehab standards, whether or not covered by the Itemized Work Specifications. The contractor shall secure at his own expense all necessary permits prior to the start of work. The contractor shall call the appropriate inspector when ready for any required inspections and shall secure approval by the appropriate inspector, including taking action to comply with any notice or orders issued by the inspector. The contractor shall permit representatives of the Department of Housing and Urban Development (HUD), State of Wisconsin, and Lead Hazard Control Program to inspect all work under this contract.

9. PAYMENTS. The contractor shall be paid the contract price in one lump sum amount after the work is satisfactorily completed for contracts less than \$1,000. Contracts greater than \$1,000 shall be paid in a maximum of three lump sum payments. Progress payment requests shall be accompanied by a bill showing the amount of work completed and a lien waiver in the same amount. Up to 80% of work completed will be paid under a progress payment, with the balance due under the final payment. Work shall be inspected and approved by the Lead Hazard Control Program before any payments will be made. Progress payments are made at the discretion of the Administrator and the Inspector of the Lead Hazard Control Program. If disputes arise concerning payments for contract work, final determination will be made by the _____ and the contractor agrees to abide by that decision. Final contractor payment shall be withheld until the housing unit passes clearance.
10. LIEN WAIVERS. The contractor shall protect, defend and indemnify the owner from any claims for unpaid work, labor or materials. Payment shall not be due until the contractor has delivered to the Lead Hazard Control Program complete release of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the owner indemnifying him against any lien, all to the satisfaction of the Lead Hazard Control Program.
11. HOLD HARMLESS. The contractor shall defend, indemnify and hold harmless the owner and the Lead Hazard Control Program, its officers, commissioners and employees from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the contractor's operations under this contract.
12. CONDITION OF PREMISES AND EXCESS MATERIALS. The contractor shall keep the premises clean and orderly during the course of the work and at the completion of the work shall remove all debris, except materials that have been removed and replaced as part of the work that the owner wishes to keep. All excess new materials shall belong to the contractor, except that the owner shall have the right to keep small quantities for "touch-up" or other small repairs.
13. GENERAL REHABILITATION SPECIFICATIONS FOR PAINTING. All painting products shall be standard nationally-known brands of "best grade" first-line quality. No lead-based paint shall be used. The owner shall select paint colors only. All paint shall be delivered to the job site in unopened labeled containers. All painting products shall be applied in strict accordance with manufacturer's recommendations and specifications. Interior and exterior surfaces shall be prepared by scraping loose paint, pointing up all cracks and holes, patching plaster surfaces on interior work, removing nails, hooks, fasteners, etc., and sanding smooth. All joints in exterior trim, siding and frames shall be caulked before painting. The painting of a room shall include all ceilings, walls, base, window and door trim, interiors and exteriors of all closets, and both sides and edges of doors. All surfaces, including floors, walls, ceilings, trim, doors and windows shall be cleaned and excessive paint removed from same upon completion of painting work. When the house was built before 1978, all painted surfaces are to be treated as if they contain lead-based paint, with the proper precautions to be taken when completing rehab work and clean up. Reasonable care shall be exercised in moving ladders and scaffolding about the dwelling to avoid damage to shrubbery and premises.
14. EQUAL OPPORTUNITY. The owner, contractor, subcontractor, and Municipality shall comply with all requirements of Section 503 of the Rehabilitation Act of 1973. The requirements prohibit discrimination against any employee or applicant for employment because of physical or mental handicap. All requirements with respect to Section 109 of the Housing and Community Development Act of 1974 shall be complied with. These requirements state that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available for HOME Housing Rehabilitation projects.
15. ADDITIONAL PROVISIONS. The contractor shall be required to:
 - a. Minimize inconvenience to the owner and occupants. At least one toilet and sink with hot and cold running water shall be connected at the end of each workday. Arrangements shall be made to provide temporary heat to the structure whenever a furnace is disconnected for more than 12 hours when the outside temperature is below 40° F.
 - b. Work only during normal work hours (weekdays 6:00 a.m. to 6:00 p.m.) unless authorized by the owner.
 - c. Take reasonable precautions to protect the structure and its contents from weather damage during the course of the work.

NOTICE TO PROCEED

Date:

To:

Re:

You are hereby notified to commence work on the above-referenced project. Work is to begin on or before _____ . It is expected the contracted work will be completed within _____ days. Notify the HOME office immediately with any change in schedule.

Property Owner Date

Program Administrator Date

CONTRACTOR'S PAYMENT REQUEST NO. _____

Project No.: _____ Date: _____

Owner: _____

Project Address: _____

Contractor: _____

CONTRACT SUMMARY

Original Contract Amount _____

Change Order Addition _____

Change Order Deduction _____

Net Change by Change Orders _____

Net Revised Contract Amount _____

THIS REQUEST

Completed to Date _____

Less Amount Retained (20%) _____

Less Previous Balance _____

Amount Due This Request _____

I hereby certify that the data reported above is correct, rehabilitation work has been performed in a satisfactory manner and in full compliance with the contract, and the amount requested is justified by the work which has been completed.

Contractor Date

Owner Date

Program Administrator Date

CHANGE ORDER NO. _____

Project No.: _____ Date: _____

Owner: _____

Project Address: _____

Contractor: _____

Change Ordered: _____

Reason for Change Order: _____

CONTRACT AMOUNT

Original Contract Amount _____

Previous Change Orders _____

Change Order Addition _____

Change Order Deduction _____

Revised Contract Amount _____

This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

Contractor Date

Owner Date

Program Administrator Date

MATERIALS/SUPPLIES LIEN WAIVER

For value received, I hereby waive my rights and claims for lien on land, buildings or appurtenances altered or repaired or constructed for _____, Owner;
_____. Contractor, the
property situated in Noah County, State of Wisconsin, and located at: _____
_____ for all materials furnished for the construction,
alteration or repair of said building and appurtenances to date.

Name of Supplier

Signature of Supplier

Date

LABOR LIEN WAIVER

For value received, I hereby waive my rights and claims for lien on land and on buildings or appurtenances altered or repaired or constructed, for _____, owner, by _____, Contractor, the property situated in Noah County, State of Wisconsin, and located at:

_____ for all labor performed and for all material furnished for the construction, alteration or repair of said building and appurtenances to date.

Name of Firm

Contractor/Subcontractor Signature

Date

ATTACHMENT 7
LOAN DOCUMENT SAMPLES

TRUTH IN LENDING DISCLOSURE STATEMENT

| | | |
|----|---|----------|
| A. | Amount Financed (The amount of credit provided to me or on my behalf.) | \$ _____ |
| B. | Annual Percentage Rate _____ % (The cost of my credit as a yearly rate.) | |
| C. | Finance Charges (The dollar amount the credit will cost me.) | |
| | 1. Interest | \$ _____ |
| | 2. Other | \$ _____ |
| | Total Finance Charges | \$ _____ |
| D. | Total of Payments (A. + C.) (The amount I will have paid after I have made all payments as scheduled.) | \$ _____ |
| E. | Number of Consecutive Monthly Payments | _____ |
| F. | Amount of Monthly Payments | \$ _____ |
| G. | Date First Monthly Payment Due | _____ |

H. I have received a completed copy of this statement.

Signature of Borrower

Date

Signature of Borrower

Date

NOTICE OF RIGHT OF RESCISSION

(For Security Interest in Customer's Principal Residence)

This Notice relates to a consumer credit transaction dated _____, 20 ____, in the amount of \$ _____

between the Creditor named below and _____
(Customer(s))

NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAW:

You have entered into a transaction on _____, 20 ____, which may result in a lien, mortgage, or other security interest on your home.* You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three (3) business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home* arising from this transaction is automatically void. You are also entitled to receive a refund of any downpayment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying

(Name of Creditor)
at _____
(Address of Creditor's Place of Business)

by mail or telegram sent not later than midnight of _____, _____. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

_____, 20 ____
(Date) (Customer's Signature)

EFFECT OF RESCISSION

When a customer exercises his right to rescind under paragraph (a) of Section 226.9 of Regulation Z, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the Creditor shall return to the Customer any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the Creditor has delivered any property to the Customer, the Customer may retain possession of it. Upon the performance of the Creditor's obligations under this section, the Customer shall tender the property to the Creditor, except that if return of the property in kind would be impracticable or inequitable, the Customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the Customer, at the option of the Customer. If the Creditor does not take possession of the property within 10 days after tender by the Customer, ownership of the property vests in the Customer without obligation on his part to pay for it.

RECEIPT

Each of the undersigned acknowledges receipt of 2 copies of this Notice and warrants that the undersigned are all the persons obligated (including guarantors) on the note or contract who use or expect to use the home at

_____, as their principal residence.
(Customer(s))

Date _____, 20 ____ X _____
X _____

* When the transaction does not include a dwelling, this means "the property you are purchasing" or "your lot" rather than "your home." X _____

GRANTEE LETTERHEAD

LANDLORD COMMITMENT

I, (Property Owner Name) , understand that I am receiving assistance through the (Grantee Name) Lead Hazard Reduction Grant to complete lead hazard reduction measures identified in my property located at (Property Address) (unit number) .

For the next three years, I agree to give priority in renting the assisted units identified above to families with children under the age of six (6). I will provide the (Grantee Name) with updated information on the renting of vacant units by submitting information regarding my rental practices on a form provided by (Grantee Name) .

Property Owner Signature

Date

Attachment

VACANT PROPERTY RENTAL CHECKLIST

Address and Unit Number: _____

Date(s) of Advertisement: _____

Method of Advertisement (check all that apply):

- Yard Sign (include photo, if available) _____
- Listing on Wisconsin Front Door _____
- Other (list): _____

Application Information:

- Number of Applications Received: _____
- Was Unit rented to a family with children under 6 years of age? ____Yes ____No
- If not, provide explanation:

Property Owner Signature

Date